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5 Attorneys for Debtor/Defendant

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7  
8 IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MONTANA

9 IN RE:

10 EDRA D. BLIXSETH,

11 Debtor.

12  
13 BEAU BLIXSETH and MORGAN  
BLIXSETH,

14 Plaintiffs,

15 vs.

16 EDRA D. BLIXSETH,

17 Defendant.

) No. 09-60452-7

) Adversary No. 10-00018

18  
19  
20 AMENDED ANSWER

21 COMES NOW, the Defendant, Edra D. Blixseth, by and through her attorney of record,  
22 and for her amended answer to Plaintiffs' Complaint states as follows:

23 1. Defendant admits the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, and 7 of  
24 Plaintiffs' Complaint.

25 2. Defendant is without sufficient knowledge or information to admit or deny the  
26 allegations contained in paragraphs 8 and 9 of Plaintiffs' Complaint and, therefore, denies the  
27 same.

28 3. Defendant denies the allegations contained in paragraph 10 of Plaintiffs'  
Complaint.

1           4.       Defendant admits the allegations contained in paragraphs 11, 12, and 13 of  
2 Plaintiffs' Complaint.

3           5.       Defendant is without sufficient knowledge or information to admit or deny the  
4 allegations contained in paragraphs 14 and 15 of Plaintiffs' Complaint and, therefore, denies the  
5 same.

6           6.       Defendant admits the allegations contained in paragraphs 16 and 17 of Plaintiffs'  
7 Complaint.

8           7.       Defendant denies the allegations contained in paragraph 18 of Plaintiffs'  
9 Complaint.

10          8.       With regard to paragraph 19, Defendant admits that pursuant to a martial  
11 settlement agreement, Timothy L. Blixseth transferred his 30% ownership interest in BFI to her  
12 and that thereafter she became the Managing Member of BFI. Defendant is without sufficient  
13 knowledge or information to admit or deny the remaining allegations contained in paragraph 19  
14 and, therefore, denies the same.

15          9.       With regard to paragraphs 20, 21, and 22, Defendant admits that the document  
16 speaks for itself.

17          10.       Defendant admits the allegations contained in paragraph 23 of Plaintiffs'  
18 Complaint.

19          11.       With regard to paragraph 24, Defendant admits the \$8,000,000 loan was obtained  
20 and Defendant believed it was secured by her shares only in BFI.

21          12.       With regard to the first sentence in paragraph 25, Defendant admits that a meeting  
22 was held and admits the Operating Agreement speaks for itself. With regard to the remaining  
23 allegations, Defendant admits the documents speak for themselves.

24          13.       Defendant denies the allegations contained in paragraph 26 of Plaintiffs'  
25 Complaint.

26          14.       Defendant admits the allegations contained in paragraphs 27, 28, 29 and 30 of  
27 Plaintiffs' Complaint.

1           15.     With regard to the first three sentences in paragraph 31, Defendant admits the  
2 allegations. With regard to the last sentence of paragraph 31, Defendant admits that the  
3 Operating Agreement speaks for itself.

4           16.     Defendant admits the allegations contained in paragraph 32 of Plaintiffs'  
5 Complaint.

6           17.     Defendant denies the allegations contained in paragraph 33 of Plaintiffs'  
7 Complaint.

8           18.     With regard to paragraph 34, Defendant admits that the document speaks for  
9 itself.

10          19.     Defendant denies the allegations contained in paragraphs 36, 37, 38, and 39 of  
11 Plaintiffs' Complaint.

12          20.     Defendant denies each and every allegation not specifically admitted herein.

13                   **FIRST AFFIRMATIVE DEFENSE**

14          Plaintiffs' Complaint fails to state a claim against Defendant upon which relief can be  
15 granted.

16                   **SECOND AFFIRMATIVE DEFENSE**

17          Plaintiffs are estopped from pursuing this action due to their failure to mitigate their  
18 damages.

19                   **THIRD AFFIRMATIVE DEFENSE**

20          Plaintiffs are estopped from pursuing this action due to contractual interference.

21                   **FOURTH AFFIRMATIVE DEFENSE**

22          Plaintiffs are estopped from pursuing this action due to unclean hands.

23                   **FIFTH AFFIRMATIVE DEFENSE**

24          Plaintiffs are estopped from pursuing this action due to Plaintiffs' past conduct of  
25 waiving notice by their father receiving money when he was manager.

26                   **SIXTH AFFIRMATIVE DEFENSE**

27          Plaintiffs are estopped from prosecuting this action due to their failure to properly extend  
28 time to object to discharge and failure to timely file this complaint.

1 WHEREFORE, Defendant prays for judgment as follows:

2 1. That Plaintiffs take nothing by their Complaint and that Debtor be granted a  
3 discharge in this case.

4 2. For Defendant's reasonable attorney fees and costs incurred herein.

5 3. For such other and further relief as the Court deems just and proper.

6 DATED this 30<sup>th</sup> day of July, 2010.

7 DESCHENES & SULLIVAN LAW OFFICES

8 BY: /s/Gary S. Deschenes

9 Gary S. Deschenes

Attorney for Debtor/Defendant

10 CERTIFICATE OF SERVICE

11 I, the undersigned, do hereby certify under penalty of perjury that the foregoing  
12 AMENDED ANSWER was duly served by e-mail or first class mail, postage prepaid upon the  
13 following parties in interest, attorneys of record and parties who have filed special notice in this  
case as shown below on this 30<sup>th</sup> day of July, 2010.

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19 DATED this 30<sup>th</sup> day of July, 2010.

20 /s/Nichole R. Widhalm

21 Nichole R. Widhalm